

**"System"** shall mean the cellular communications system operating on Frequency Block A in the MSA.

**"Three-Way Calling"** shall allow a user to place an existing call on hold, dial the telephone number of a third party and establish a three-way conference call. The user may talk privately with the third party before establishing the three-way connection and may disconnect the third party to reestablish the original connection. The user establishing the conference must remain on the call for the duration of the call.

5.2 The term of this Agreement shall commence on the date hereof and shall terminate on the fifth anniversary of the date that the Atlantic City non-wireline cellular system commences public service. This Agreement may be automatically renewed for periods of one year thereafter upon mutual agreement of the parties.

5.3 The Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

5.4 Amcell shall not be liable to Licensee or the System for any loss arising out of any action taken or omitted to be taken except if such act or omission constituted willful misconduct or gross negligence on the part of Amcell. Neither Amcell nor Licensee shall have any liability for failure to comply with the Agreement if such failure results from the occurrence of any contingency beyond the reasonable control of the party.

5.5 All notices or other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, address to the following:

If to Licensee:

Ellis Thompson  
5406 North Missouri Ave.  
Portland, Oregon 97217

With a Copy to:

Stuart F. Feldstein, Esquire  
Fleischman and Walsh, P.C.  
1725 N Street, N.W.  
Washington, D.C. 20036

If to Amcell:

Amcell of Atlantic City, Inc.  
Bayport One, Suite 400  
Verona Blvd.  
West Atlantic City, New Jersey 08232  
Attn: Mr. John F. Scarpa  
President

With a Copy to:

William S. Clarke, P.A.  
105 College Road East  
Forrestal Center  
Princeton, New Jersey 08540

Copies of all notices or other communications (which shall not constitute notice hereunder) shall be sent simultaneously to counsel designated by the Parties by written notice.

5.6 Nothing in the Agreement shall be construed to render Amcell and Licensee partners or joint venturers or to impose upon any of them any liability as such.

5.7 The Agreement constitutes the entire understanding between and among the Parties and supersedes any prior understandings respecting the subject matter thereof.

5.8 The Agreement shall not be changed, waived, released or discharged except by a writing signed by an officer or authorized representative of each of the Parties.

5.9 The Agreement shall be binding upon and inure to the benefit of the successors and legal assigns of the Parties and to any Person holding all or any part of Licensee's interest in the Construction Permit or the Operating License.

5.10 The Parties shall execute and deliver such further instruments and perform such further acts as may reasonably be required to carry out the intent and purposes of this Agreement.

5.11 Nothing herein shall be construed to be to the benefit of or enforceable by any third party.

5.12 All article, section and paragraph titles or captions contained in the Agreement are for convenience only and shall not be deemed part of the text of the Agreement.

5.13 All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require.

5.14 The Agreement may be signed in any number of counterparts, each of which shall be an original for all purposes, but all of which taken together shall constitute only one agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date hereinabove indicated.

AMCELL OF ATLANTIC CITY, INC.

By: \_\_\_\_\_

John Scarpa  
President

\_\_\_\_\_  
Ellis Thompson

ELLIS THOMPSON CORPORATION

By: \_\_\_\_\_

Ellis Thompson, President

Insert (E)  
attached

STOLL STOLL BERNE & LOKTING P.C.

LAWYERS

GARY M. BERNE  
TIMOTHY W. HELTZEL  
DAVID A. LOKTING  
ROBERT A. SHLACHTER\*  
N. ROBERT STOLL

\* ALSO MEMBER OF CALIFORNIA BAR  
\* ALSO MEMBER OF WASHINGTON BAR

November 2, 1994

ALLEN FIELD  
ALISON K. GREENE\*  
PHILIP S. GRIFFIN\*  
KEITH A. KETTERLING  
SANDRA L. KOHN  
STEVE D. LARSON  
ROXANNE A. LEIDHOLDT  
CECIL B. STRANGE

Jeff Smith  
Comcast Cellular Communications  
480 East Swedesford Road  
Wayne, Pennsylvania 19087-1867

Re: Atlantic City

Dear Jeff:

I spoke with Jeff Thompson regarding available dates for our next meeting. He and Maria would like to meet on December 4 and December 5, 1994. Please let me know if these are acceptable dates.

There are several outstanding issues that Jeff wants to resolve, including the following:

Distribution to Interest Holders:

Jeff wants to set in motion the process to make a \$400,000 distribution to the persons who are interest holders under the CMS Settlement Agreement. As you know, any distribution by Ellis Thompson Corporation ("ETC") requires approval from Provident National Bank. Given the growth of the system's revenues and its considerable cash flow, it seems likely to me that Provident National Bank will readily grant its approval of this distribution. I would appreciate it if you and Chris Van Horne would undertake to formally request this action from Provident National Bank. There are several other loan issues, which I will briefly discuss below, and I think it would be a good idea to package all of these issues together in a request to Provident National Bank.

Since Jeff owns 100% of the stock of ETC, it is a relatively simple matter to distribute his share of the distribution to him. However, since the ownership entity has not been formed, distribution to the CMS minority interest holders is a little more difficult, at least on a theoretical basis. We can resolve how best to accomplish that when we meet.

Comcast Management Fees:

As you know, Jeff has expressed dissatisfaction with the amount that is paid to Comcast in the form of management fees. I do not intend to recite the whole history of Comcast's



November 2, 1994

Page 2

compensation. I think it is safe to say that, when the fee was initially set and subsequently reduced, no one anticipated that the system would generate as much as it has in terms of gross revenues, nor did either party anticipate that roamer revenues would be quite what they have been. Although Comcast should be congratulated for the quality of its management and for the success of the system, Jeff still believes that some adjustment to Comcast's management fee is appropriate.

We recently learned that Comcast charges its other systems a management fee equal to 7 1/2% of the gross revenues generated by the other systems. Anna Hillman has stated that, for these purposes, gross revenues are calculated in a manner similar to the definition of gross revenues under ETC's Management Agreement with Comcast. Jeff believes that, at a minimum, Comcast's management fee for managing the Atlantic City system should be reduced to 7 1/2% retroactively. Some other adjustment may be appropriate to take into account the level of roamer revenues generated by Atlantic City. ETC recognizes that Comcast brings many cost-saving opportunities to Atlantic City, which in all fairness should also be considered. Both parties should be prepared to discuss these types of issues at our meeting.

#### Capital Budget:

At our last meeting, Ray Dombrowski suggested that the proposed capital budget for 1995 would be on the order of \$6,000,000. That is probably easily four times the capital budget of any prior year. Jeff has always approved capital expenditures in the past in order to ensure that the system is competitive and provides first-rate service to its customers. We must, however, balance those goals against the system's resources.

Modifying Comcast's management fee will help to free up some resources, but that will not begin to approach the amount that Mr. Dombrowski has suggested. I am sure that Jeff will want to see options, so that the capital expenditures can be kept to a minimum, maintaining optimal system performance at the same time. Anticipating that additional funding will still be needed, I suggest that we request that the amount of the system's loan from Provident National Bank be increased. It would be helpful if Anna and Ray could present written summaries in advance of our meeting of the options that are available and projected 1995 budgets assuming an increased loan amount to finance the capital expenditures. There also should be some cost/benefit analysis to assist the decision-making. We will want to see an analysis of the positive effect these capital expenditures will be expected

November 2, 1994  
Page 3

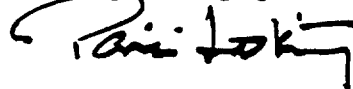
to have on system revenues, or any negative impact from failing to incur the expenditures.

Provident Loan:

As mentioned above, we would like to receive Provident's approval for a modest distribution to the interest holders and to an increase in the overall loan amount to finance 1995 capital expenditures as needed. In addition, in the past the loan has been committed on an annual basis, and we have worked with Provident annually to amend and extend the loan. Given the history of operations and excellent payment record, as well as growth of revenues and cash flow, I think it would be appropriate to request that Provident allow a longer term for maturity of the loan, so that we do not have to address the extension each year.

I appreciate your attention to these issues, and I look forward to resolving them with you.

Very truly yours,



David A. Lokting

DAL:lf

c: Ellis Thompson  
Anna Hillman



TO: Michael Schwartz

DATE: October 21, 1988

FROM: Laura A. Kramedas *LAK*

COPIES TO: James J. Shields

SUBJECT: Atlantic City

As you know, Ellis Thompson Corporation ("ETC") has contracted with Ancell to construct, switch and manage the Atlantic City System. As a part of its services, Ancell will arrange third party financing for the construction of the System.

I have asked David Lokting to prepare a letter authorizing Ancell to sign purchase orders on behalf of ETC. This authorization will be limited to purchases which are within the scope of the budget previously approved by ETC.

Any purchases not provided for in the budget must be approved by ETC.

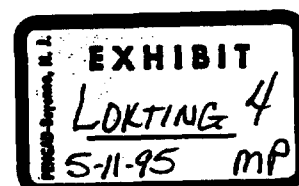
Once I have received the authorization letter, Ancell may sign approved purchase orders on behalf of ETC as follows:

## ELLIS THOMPSON CORPORATION

By: American Cellular Network  
Corp., solely in its  
capacity as agent for  
Ellis Thompson Corporation  
with respect to this  
purchase order

By: \_\_\_\_\_

Title: \_\_\_\_\_



ACATL7B.681

Comcast Cellular  
Communications  
Bayport One, Suite 400  
Verona Boulevard  
West Atlantic City, NJ 08222  
609-348-1400



May 19, 1989

David A. Lokting, Esquire  
Stoll, Stoll, Berne, Fischer & Lokting  
209 SW Oak Street  
Portland, Oregon 97204

Dear Mr. Lokting:

During the past few weeks, I have had a great deal of difficulty in making certain payments for rent and utilities due to: A) the short terms afforded me by such vendors and B) the length of time required to have checks signed under the current check signing process. This has resulted in one 10% late charge on cell site rent, two near phone line disconnections for cell site transmissions and several disgruntled vendors.

As we approach the start-up of the Atlantic/Cape May System, the risk of possible cell site transmission disruptions is too great to bear. A suggestion for avoiding such occurrences is to have me named as an authorized signer, with authorization to sign only those checks covering rent and utilities. All such checks would be listed on a transmittal to keep you and Mr. Thompson fully informed of all disbursements from the Ellis Thompson Corporation checking account. These checks would also be signed by Anna Hillman, as is currently being done.

Please give me your thoughts on the above suggestion as the June 1 start-up date is rapidly approaching.

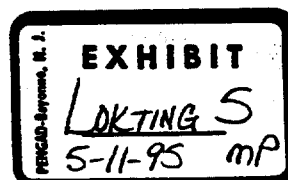
Very truly yours,

COMCAST CELLULAR COMMUNICATIONS

A handwritten signature in dark ink, appearing to read 'Mark A. Panetta', written over a horizontal line.

MARK A. PANETTA, CPA  
Controller

cc: A. Hillman  
A. Patlove



AM 147977



*New Wilson limits 4/17/92*

*non budget 25,000  
revenue 100,000*

**ELLIS THOMPSON CORPORATION**

**POLICY STATEMENT**

**POLICY NO: 200ETC**

**DATE ISSUED: December 18, 1989**

**PAGE: 1 of 3**

**SUBJECT: CAPITAL AND EXPENSE APPROVAL GUIDELINES AND REQUIREMENTS**

**OBJECTIVE**

This policy provides the guidelines for the approval process for all spending.

**SCOPE**

This statement applies to Ellis Thompson Corporation.

**POLICY**

Capital and Expense spending approval limits are set according to the type of spending (See attached matrix).

Purchase orders are required for all Capital items and for the following specific expense items over \$500: Professional Fees, Contract Labor and other Contracts, any Maintenance Materials, Donations and Employee activities (See separate guidelines for use of purchase orders).

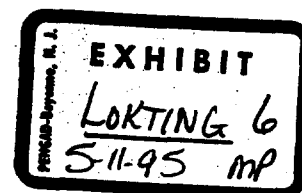
All Capital requisitions must be submitted with Budget approval.

All Out-of-Budget Capital requisitions must be approved by Ellis Thompson.

**Travel & Entertainment Expenses**

Department Heads must sign T&Es for their department. General Manager will sign T&Es for Department Heads. Corporate Vice President of Finance or Corporate President will sign T&Es for General Manager.

The attached matrix gives minimum approval requirements only. General Manager may require additional approvals at his discretion.



AM 141418

**POLICY STATEMENT**  
**POLICY NO: 200ETC**  
**SUBJECT: CAPITAL AND EXPENSE APPROVAL GUIDELINES AND REQUIREMENTS**  
**PAGE 2 OF 3**

**ELLIS THOMPSON CORPORATION**  
**MINIMUM APPROVAL REQUIREMENTS**

| <u>AMOUNT</u>        | <u>REQUISITIONS FOR SPECIFIC EXPENSES</u>  | <u>CAPITAL EXPENSES</u>   |
|----------------------|--|---|
| \$1 - \$ 499         | Department Head; and<br>GM or Controller   | N/A   |
| \$500 - \$5,000      | Department Head; and<br>GM   | Division Director;<br>Engineering; and<br>Comcast Corporate<br>VP of Engineering  |
| \$5,001 - \$25,000   | Department Head;<br>GM; Comcast Corporate<br>Department Head;<br>Comcast Corporate<br>VP of Finance; and<br>Ellis Thompson                                 | Division Director;<br>Engineering;<br>Comcast Corporate<br>VP of Engineering;<br>Comcast Corporate<br>President; and<br>Ellis Thompson.                                     |
| \$25,001 - \$100,000 | Department Head; GM;<br>Comcast Corporate<br>Department Head;<br>Comcast Corporate VP<br>of Finance; Comcast<br>Corporate President;<br>and Ellis Thompson | Division Director;<br>Engineering;<br>Comcast Corporate<br>VP of Engineering;<br>Comcast Corporate<br>Engineering;<br>Comcast Corporate<br>President; and<br>Ellis Thompson |

\*In the absence of a Signatory because of illness, vacation or some other unforeseen event, the next higher level must approve the request.

**Check Signing**

~~All checks in excess of \$5,000 must bear the signature of Ellis Thompson. (Exceptions - See Next Page).~~

All checks in excess of \$1,000 must bear the signature of Comcast Corporate Vice President of Finance (Exceptions - See Next Page).

**POLICY STATEMENT**

**POLICY NO. 200ETC**

**SUBJECT: CAPITAL AND EXPENSE APPROVAL GUIDELINES AND REQUIREMENTS**

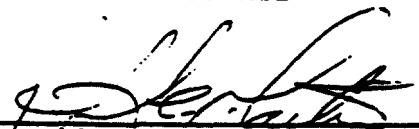
**PAGE 3 OF 3**

**Checking Signing Exceptions**

The following is a list of recurring expenses which require the signature of Ellis Thompson for amounts \$25,000 and over, and Comcast Corporate Vice President of Finance for amounts \$5,000 and over:

| <u>Type</u>   | <u>Description</u>   |
|---|--|
| Roamer Payable                                      | Amounts payable to other Cellular carriers for usage of their system by Ellis Thompson Subscribers (Per Contract). |
| Agent Commissions, Residuals, Co-Op, and Incentives | Amounts payable to agents for subscribers added to the Ellis Thompson system (Per Contract).                       |
| Cell Site Phone, Electric, Rent                     |  |
| Office Phone, Electric, Rent                        |  |
| NJ State Sales Federal Excise Tax                   | Taxes collected from subscribers in accordance with State law.   |
| Inventory Purchases                                 | Purchase of telephones for sale to new subscribers.  |

**COMCAST CORPORATE**

  
\_\_\_\_\_  
President

JAN 24 1990  
(Date Approved)

  
\_\_\_\_\_  
Vice President & Controller

JAN 22 1990  
(Date Approved)

**ELLIS THOMPSON CORPORATION**

  
\_\_\_\_\_  
Ellis Thompson

JAN 19 1990  
(Date Approved)

INTERCARRIER ROAMER SERVICE AGREEMENT

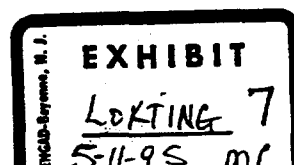
This Agreement dated as of the 26 day of November, 1991, by and between Sussex Cellular Inc., a New Jersey corporation, sometimes referred to as "Sussex Cellular", and ELLIS THOMPSON CORPORATION, sometimes referred to as ETC, on behalf of entities set forth in Appendix I, attached hereto and hereby incorporated herein. The entities listed in Appendix I as the "ETC Licensees and Permittees" are herein referred to as the "ETC Parties" or individually as "ETC Party", respectively; Sussex Cellular and the Parties are collectively referred to as the "Parties" and individually as a "Party".

RECITAL

WHEREAS, the Parties desire to make arrangements to facilitate the provision of cellular service to Roamers in accordance with the "General Terms and Conditions for Roaming", attached hereto as Appendix II, and "Operating Procedures", attached hereto as Appendix III (Appendix II and Appendix III are hereby incorporated herein and such Appendices and all attachments hereto are referred to herein as the "General Terms"), for as long as is practicable.

MUTUAL AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein set



forth and intending to be legally bound hereby, the Parties do hereby agree as follows:

1. Under the conditions set forth herein, to be bound by the General Terms attached hereto, as they may be properly amended from time to time.

2. The Home Carrier shall be liable to the Serving Carrier in accordance with Paragraph 2.1 of Appendix II for all of the service and pass-through charges for all calls chargeable to the Home Carrier's customers (including the customers of its resellers) and invoiced by the Serving Carrier to the Home Carrier as specified in Appendix III. "Home Carrier" and "Serving Carrier" are defined in Appendix II.

3. In the event that roaming becomes technically or administratively impracticable on any Party's system(s) or if an unacceptable level of unauthorized use occurs, either Sussex Cellular or

ETC may suspend this Agreement, pursuant to Paragraph 4.2 and Section VI of Appendix II by written notice to the other and, in such event, the Home Carrier will notify its customers no later than the next bill sent more than ten (10) days after such written notice, of the suspension of service. In the event that such notice is required, the Home Carrier shall consult with the Serving Carrier regarding the content of such notice and incorporate all reasonable suggestions made by the Serving Carrier with respect to such notice. In addition, the Serving Carrier, when communicating with the customers of the Home Carrier, will use an explanation for the suspension of service mutually agreed upon by Sussex Cellular and

ETC. In the event that the impracticability of service is caused by testing or commercial service

of a carrier other than the Serving Carrier operating in the area served by the Serving Carrier and where the Servicing Carrier is not, in any respect, responsible for the impracticability, the Home Carrier may include with its notice to its customers the following statement:

NOTICE  
-----

"Previously you have been able to obtain service as a roamer in [Serving Carrier's Service Area Affected] on [Serving Carrier's] system. Presently, you may experience difficulty in using your service in [Serving Carrier's Service Area Affected]. This is because [interfering carrier] is now [testing/operating] a communications system in [Serving Carrier's Service Area Affected], and the difficulty is not the fault of [Serving Carrier]."

4. The notices referred to in Paragraph 10.1 of Appendix II should be sent to:

A. Sussex Cellular, Inc.  
4 Union Place  
Newton, New Jersey 07860  
Attn: Manager - Roamer Services

and

B. Manager - Roamer Services  
Comcast Cellular Communications  
1234 Market Street - 17<sup>th</sup> Floor  
Philadelphia, PA. 19107

Notices given pursuant to Articles VI and VII of Appendix II should be sent to:

7. In the event that at least one of the Parties is a non-United States Cellular Carrier, the Appendix IV (Foreign Cellular Carrier) shall be attached hereto and made a part of this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first above written.

Sussex Cellular, Inc.

By: David A Lane

Title: President

Date: 11/26/91

ELLIS THOMPSON CORPORATION

By: Ellis Thompson

Title: President

Date: Nov. 20, 1991

STOLL STOLL BERNE & LOKTING P.C.

LAWYERS

GARY M. BERNE  
TIMOTHY W. HELTZEL  
DAVID A. LOKTING  
NORMAN A. STOLL  
N. ROBERT STOLL

HELEN T. DZIUBA  
ALLEN FIELD  
PHILIP S. GRIFFIN  
KEVIN J. KELLOR  
SANDRA L. KOHN  
STEVE D. LARSON  
CECIL B. STRANGE

MIT - Ellis Thompson  
CC - Jerry Waters  
Joe Grenuk  
John McElman  
Annika Pieret

VIA MESSENGER

May 10, 1991

Anna Hillman  
Controller  
Comcast Corporation  
1234 Market Street  
Philadelphia, PA 19107

Re: Ellis Thompson Corporation

Dear Anna:

Jeff and I did talk with Joe Grenuk today regarding his recent recommendation to reduce the roamer rates with the Ocean County, New Jersey system. This letter will confirm that Ellis is in agreement with the recommendation and has given his approval for its implementation.

Very truly yours,

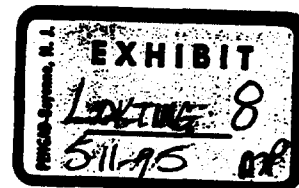
*David A. Lokting*

David A. Lokting

DAL:lf

c: Ellis Thompson

42 + 25



AM 146551



hly - ELL

STOLL STOLL BERNE & LOKTING P.C.

LAWYERS

GARY M. BERNE  
TIMOTHY W. HELTZEL  
DAVID A. LOKTING  
ROBERT A. SHLACHTER  
NORMAN A. STOLL  
N. ROBERT STOLL

ALLEN FIELD  
PHILIP S. GRIFFIN  
KEVIN J. KEILLOR  
DEBORAH W. KIRCHWEY  
SANDRA L. KOHN  
STEVE D. LARSON  
CECIL B. STRANGE

VIA TELECOPIER AND MESSENGER

August 30, 1991



Nancy K. DuCharme, Esq.  
Sidley & Austin  
One First National Plaza  
Chicago, Illinois 60603

Re: Atlantic City Reseller Rates

Dear Ms. DuCharme:

We represent Ellis Thompson Corporation, which is the licensee for the nonwireline cellular radio telecommunications system in Atlantic City, New Jersey (the "System"). Ellis Thompson has asked us to respond to your letter dated August 12, 1991, in which you demanded that your client, United States Cellular Corp. ("USCC"), receive "a wholesale rate for the Atlantic City market that is at or below all other wholesale or retail rates offered by Comcast [Cellular Communications, Inc.] for that market." You also demand that "Comcast immediately credit United States Cellular as compensation for its prior payment of . . . overbilled rates."

Before responding to your demands, I think it is appropriate to set the facts straight.

First, rates for the System are not set or offered by Comcast. Comcast's subsidiary, Ancell of Atlantic City, Inc. ("Ancell") is Ellis Thompson Corporation's managing agent and simply performs management services for the System, subject to Ellis Thompson Corporation's direction, supervision and control. All rates are set and offered by Ellis Thompson Corporation.

Second, Ellis Thompson Corporation offers USCC wholesale rates pursuant to the terms and conditions of a Wholesale Cellular Radio Service Agreement dated February 10, 1989 (the "Resale Agreement"). Under the Resale Agreement, Ellis Thompson Corporation has provided USCC wholesale rates for cellular service that represent a discount of 33 1/3% off the System's established retail rates. At the time the Resale Agreement was

Nancy K. DuCharme  
August 29, 1991  
Page 2

entered into, the discount was equal to the discount offered to Amcell for its reseller activities in Atlantic City. Amcell's resale agreement was identical to USCC's in every respect.

Third, FCC policy requires that the System permit resale and that rates be offered on a nondiscriminatory basis. Nevertheless, the FCC has flatly declined to establish or require reseller margins or to otherwise guarantee that any reseller make a profit.

Fourth, Amcell ceased its reseller activities in mid-1989, shortly after it entered into its resale agreement with Ellis Thompson Corporation. As a result, USCC is the only entity with which Ellis Thompson Corporation has a wholesale cellular service agreement and is the only reseller on the System. Ellis Thompson Corporation has the right to terminate the Resale Agreement upon notice to USCC. Since there is no other wholesale rate offered to any other party, Ellis Thompson Corporation is not obligated, and has not been obligated, to continue USCC's discount. Despite these facts, Ellis Thompson Corporation has provided USCC, and USCC alone, a wholesale discount for the last two years. That discount has provided a very substantial margin, especially considering that the FCC's resale policy requires no margin whatsoever.

Finally, as a result of the margin that Ellis Thompson Corporation has provided to USCC, USCC has been able to maintain and subsidize a bulk rate plan that USCC offers customers (typically businesses) with 25 or more numbers. We understand that this business rate plan provides for a \$16 per month access fee and that USCC has offered this plan since late 1988.

In an effort to compete with USCC's subsidized rate plan and a similar business rate plan offered by Bell Atlantic on the wireline system, Ellis Thompson Corporation initiated its own retail corporate rate plan in March of this year. This rate plan is offered publicly to customers with 25 or more numbers and provides for a \$16 per month access fee, and a \$.36 per minute peak usage charge and a \$.16 per minute off-peak usage charge. A summary of the present plan, including all current terms and conditions, is enclosed.

These facts demonstrate that your demands have no merit, and your client has no grievance. There has been no discrimination against USCC. Quite the contrary. Ellis Thompson Corporation has, to date, offered USCC a very attractive wholesale rate that has promoted and supported your client's resale activities.

Moreover, Ellis Thompson Corporation has never denied USCC access to any rate plan. We are well aware of the FCC's requirements to make available to your client, upon reasonable request, the same

Nancy K. DuCharme  
August 29, 1991  
Page 3

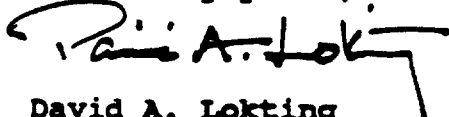
rates that are available to other customers under the same terms and conditions. To date, there has been no request by USCC to implement the corporate rate plan for its customers. In fact, your client chose to activate approximately 420 new numbers under the Resale Agreement during the period that the corporate rate plan has been in effect. As a result, USCC has been billed for all service in accordance with the Resale Agreement, and there is no reason to reimburse USCC for any overpayment.

Since, among other things, the corporate rate plan requires an annual service agreement for each number activated, the corporate rate plan and the Resale Agreement are mutually exclusive for USCC's existing customers. Accordingly, if USCC wishes to implement the corporate rate plan for its existing customers, you should so advise us in writing and comply with the provisions of Article XXIII to terminate the Resale Agreement. Upon termination of the Resale Agreement, Ellis Thompson Corporation will make the corporate rate plan available to USCC for its existing accounts under the same terms and conditions offered to other customers. New numbers can be activated by USCC under the corporate rate plan without terminating the Resale Agreement as to existing customers.

As a final note, you should realize that the corporate rate plan was not designed to accommodate resale (although it also was not designed to be burdensome to resale). The corporate plan is a retail plan designed to allow Ellis Thompson Corporation to compete for customers on its own System. As with any rate plan, Ellis Thompson Corporation reserves the right to modify or terminate the corporate rate plan at any time and in any manner consistent with FCC policy in order to further its own business interests.

I trust the foregoing will answer your demands. If you have any questions or comments, I invite you to call me.

Very truly yours,



David A. Lokting

c: Ellis Thompson  
Stuart Feldstein  
Anna Hillman✓

Ellis Thompson Corporation  
Corporate Cellular Service Rate Plan

Rate Schedule

|                     |         |
|---------------------|---------|
| Monthly Access Fee  | \$16.00 |
| Peak Minute Rate    | \$ .36  |
| Offpeak Minute Rate | \$ .16  |

Activation fee, per number, for numbers activated AT ONE TIME:

|                |           |
|----------------|-----------|
| 1 - 4 numbers  | \$39.95   |
| 2 - 24 numbers | \$15.00   |
| 25 or more     | No Charge |

Terms and Conditions

- Annual Service Contract for each number activated.
- \$175 cancellation charge per number for each suspension or termination prior to expiration.
- Once suspended or disconnected, a previously assigned number may be unavailable for reinstatement.
- Roam rate (\$.99 plus \$.10 per call processing fee).
- Paper invoice billing.

STOLL STOLL BERNE & LOKTING P.C.

LAWYERS

GARY M. BERNE  
TIMOTHY W. HELTZEL  
DAVID A. LOKTING  
ROBERT A. SHLACHTER\*  
N. ROBERT STOLL

\* ALSO MEMBER OF CALIFORNIA BAR  
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PHILIP S. GRIFFIN\*  
KEITH A. KETTERLING  
SANDRA L. KOHN  
STEVE D. LARSON  
ROXANNE A. LEIDHOLDT  
CECIL B. STRANGE

VIA MESSENGER

July 6, 1994

David N. Watson  
Senior Vice President  
Marketing and Sales  
Comcast Cellular Communications  
480 East Swedesford Road  
Wayne, Pennsylvania 19087-1867

Re: Ellis Thompson Corporation

Dear Dave:

Enclosed is the letter you forwarded to us recently for Ellis Thompson's signature regarding the new rate plan in the Wilmington and Dover markets. The letter and the new plan have been reviewed and approved by Mr. Thompson.

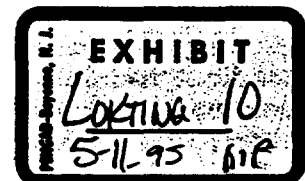
Very truly yours,

*David A. Lokting*  
David A. Lokting

DAL:lf

Enclosure

c: Ellis Thompson



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AM 143699

Comcast Cellular  
Communications Inc.  
180 East Swedestord Road  
Wayne PA 19087-1867  
215 975-5000



June 30, 1994

Mr. Jeff Thompson  
c/o David Lokting, Esq.  
Stoll, Stoll, Berne & Lokting  
209 SW Oak Street, Suite 500  
Portland, OR 97204

Dear Jeff:

We are launching a new rate plan in our Wilmington and Dover markets that we recommend for launch in the Atlantic City market as well. By way of this letter, we are asking for your approval to do so. The new rate plan would have a higher access charge (\$32.95) but would include the customer's choice of some service features.

The plan offers flexibility for the customer because the customer can design their own plan based on their particular need. The Plan includes the customer's choice and two ancillary services. The ancillary services will be focussed on increasing minutes of use per subscriber. The competition does not offer such flexibility.

The launch of this new plan is scheduled for August 1, which gives us just enough time to work with vendors to prepare launch materials. There is no incremental cost to promote this plan, since we are able to do this within our current budget.

Additionally, we have found ourselves at a competitive disadvantage regarding our toll free calling area. Our competitor, Bell Atlantic Mobile Systems, offers four counties toll free: Atlantic, Cape May, Ocean and Cumberland. We only offer two counties toll free: Atlantic and Cape May. Upon your approval, we would like to match BAMS' toll free area now with future consideration for an even wider area than BAMS.

The impact of matching BAMS' coverage is difficult to quantify, however, our Atlantic City customers generate 2.6¢ per minute on long distance to the entire county. The amount of revenue lost by including Ocean and Cumberland counties is only a very small percent of the total. We have already lost a 25 phone account as a result of this issue, representing \$15,000 annually. Other large accounts such as Caesars, Atlantic Electric, Atlantic City and Atlantic County are finding this an issue as well. Finally, there is business we are not getting at the point of sale.

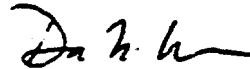
AM 143700

Mr. Jeff Thompson  
June 30, 1994  
Page Two

The lost airtime revenue for exceeds any losses in toll revenue to Ocean and Cumberland counties.

Please let me know if you have any questions. If our rate changes are acceptable please countersign with your approval. I look forward to your prompt response.

Sincerely,




David N. Watson  
Senior Vice President  
Marketing and Sales

DNW/rb

Enclosure

cc: Jeff Smith, Esq.  
Anna Hillman

  
Jeff Thompson

AM 143701

# *Your Choice Plan*

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## ***Your Choice Rate Structure***

|                       |                |
|-----------------------|----------------|
| <i>Monthly Access</i> | <i>\$32.95</i> |
| <i>Peak Rate</i>      | <i>.39</i>     |
| <i>Off-Peak Rate</i>  | <i>.19</i>     |

## ***Standard Features***

*Free Detailed Billing*  
*60 Free Off-Peak Minutes*  
*Free Weekend Long Distance (Wilm & AC)*  
*Roam Free Eastern Shore (Dover)*

## ***Choice of Two Additional Features***

*CDM*  
*Voice Connect*  
*Mobile Mail*  
*Mobile Mail with Page Alert*  
*NACN*  
*Reduced Incoming Call Rate (.19 Peak / .12 Off-Peak)*  
*NY To DC Reduced Roaming (.50 min)*



**RATE PLAN COMPARISONS**  
**ATLANTIC CITY**  
**YOUR CHOICE**

|                 | YOUR<br>CHOICE | Feature Cost     |                    | MM       | OFF PK   | PREF     | CORP I   | CORP II  |
|-----------------|----------------|------------------|--------------------|----------|----------|----------|----------|----------|
|                 |                | N.E.<br>.50 ROAM | DISC.<br>INBD CALL |          |          |          |          |          |
| MONTHLY SERVICE | \$32.95        |                  |                    | \$29.95  | \$14.95  | \$24.95  | \$17.00  | \$16.00  |
| PEAK RATE       | \$0.39         |                  | \$0.19             | \$0.52   | \$0.80   | \$0.49   | \$0.38   | \$0.36   |
| OFF PEAK RATE   | \$0.19         |                  | \$0.12             | \$0.30   | \$0.25   | \$0.27   | \$0.17   | \$0.16   |
| FREE PEAK MIN.  | 0              |                  |                    | 0        | 0        | 0        | 0        | 0        |
| FREE OP MIN.    | 60             |                  |                    | 0        | 0        | 0        | 0        | 0        |
| PEAK            | 75%            |                  |                    | 75%      | 60%      | 75%      | 75%      | 75%      |
| OFF-PEAK        | 25%            |                  |                    | 25%      | 40%      | 25%      | 25%      | 25%      |
| MINUTES OF USE  |                |                  |                    |          |          |          |          |          |
| 10              | \$36.05        | \$0.17           | \$0.20             | \$34.60  | \$20.75  | \$29.30  | \$20.28  | \$19.10  |
| 20              | \$39.15        | \$0.34           | \$0.40             | \$39.25  | \$26.55  | \$33.65  | \$23.55  | \$22.20  |
| 30              | \$42.26        | \$0.51           | \$0.60             | \$43.90  | \$32.35  | \$38.00  | \$26.83  | \$25.30  |
| 40              | \$45.36        | \$0.69           | \$0.80             | \$48.55  | \$38.15  | \$42.35  | \$30.10  | \$28.40  |
| 50              | \$48.46        | \$0.86           | \$1.01             | \$53.20  | \$43.95  | \$46.70  | \$33.38  | \$31.50  |
| 60              | \$51.56        | \$1.03           | \$1.21             | \$57.85  | \$49.75  | \$51.05  | \$36.65  | \$34.60  |
| 65              | \$53.12        | \$1.11           | \$1.31             | \$60.18  | \$52.65  | \$53.23  | \$38.29  | \$36.15  |
| 70              | \$54.67        | \$1.20           | \$1.41             | \$62.50  | \$55.55  | \$55.40  | \$39.93  | \$37.70  |
| 95              | \$62.42        | \$1.63           | \$1.91             | \$74.13  | \$70.05  | \$66.28  | \$48.11  | \$45.45  |
| 100             | \$63.97        | \$1.72           | \$2.01             | \$76.45  | \$72.95  | \$68.45  | \$49.75  | \$47.00  |
| 110             | \$67.08        | \$1.89           | \$2.21             | \$81.10  | \$78.75  | \$72.80  | \$53.03  | \$50.10  |
| 130             | \$73.28        | \$2.23           | \$2.61             | \$90.40  | \$90.35  | \$81.50  | \$59.58  | \$56.30  |
| 140             | \$76.38        | \$2.40           | \$2.81             | \$95.05  | \$96.15  | \$85.85  | \$62.85  | \$59.40  |
| 160             | \$82.59        | \$2.74           | \$3.22             | \$104.35 | \$107.75 | \$94.55  | \$69.40  | \$65.60  |
| 180             | \$88.79        | \$3.09           | \$3.62             | \$113.65 | \$119.35 | \$103.25 | \$75.95  | \$71.80  |
| 200             | \$95.00        | \$3.43           | \$4.02             | \$122.95 | \$130.95 | \$111.95 | \$82.50  | \$78.00  |
| 220             | \$101.20       | \$3.77           | \$4.42             | \$132.25 | \$142.55 | \$120.65 | \$89.05  | \$84.20  |
| 240             | \$107.41       | \$4.12           | \$4.82             | \$141.55 | \$154.15 | \$129.35 | \$95.60  | \$90.40  |
| 260             | \$113.61       | \$4.46           | \$5.23             | \$150.85 | \$165.75 | \$138.05 | \$102.15 | \$96.60  |
| 280             | \$119.82       | \$4.80           | \$5.63             | \$160.15 | \$177.35 | \$146.75 | \$108.70 | \$102.80 |
| 300             | \$126.02       | \$5.15           | \$6.03             | \$169.45 | \$188.95 | \$155.45 | \$115.25 | \$109.00 |

AM 143703

\* Your Choice revenue projections are NET of Long Distance cost.